

**A RESOLUTION**

**01- R-1925**

**BY TRANSPORTATION COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA, THE GEORGIA DEPARTMENT OF TRANSPORTATION AND NORFOLK SOUTHERN RAILWAY COMPANY RELATED TO THE CONSTRUCTION AND MAINTENANCE OF TEMPORARY STATE ROUTE 1019 AT THE NORFOLK SOUTHERN BRIDGE PROJECT NH-0001-00(297), P.I. NO. 0001297 STATE ROUTE 3/U.S. ROUTE 41 (NORTHSIDE DRIVE) AT BISHOP STREET AND STATE ROUTE 9/U.S. ROUTE 19 (WEST PEACHTREE STREET) AT 17<sup>th</sup> STREET; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta desires a new bridge to be constructed over Norfolk Southern's tracks in conjunction with the Atlantic Station, LLC development project, and wishes to add to the State Highway System a section of projected alignment, to be temporarily designated as State Route 1019, beginning at its point of junction with State Route 3/U.S. Route 41 (Northside Drive) at Bishop Street and extending easterly along projected alignment to its point of junction with State Route 9/U.S. Route 19 (West Peachtree Street) at 17<sup>th</sup> Street; and

**WHEREAS**, the Georgia Department of Transportation is planning to construct the Norfolk Southern Street Bridge Project in the City of Atlanta under project numbered NH-0001-00(297), P.I. NO. 0001297; and

**WHEREAS**, the City of Atlanta, in coordination with the Georgia Department of Transportation, and Norfolk Southern, has reviewed and is in agreement with the projects and plans for the bridge; and

**WHEREAS**, the City of Atlanta has been requested to assume maintenance of said bridge.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, AS FOLLOWS:**

**Section 1:** That the Mayor be and is hereby authorized to enter into an appropriate contract with the Georgia Department of Transportation and the Norfolk Southern Railway Company for maintenance of the Norfolk Southern bridge as part of State Route 1019, beginning at its point of junction with State Route 3/U.S. Route 41 (Northside Drive) at Bishop Street and extending easterly along projected alignment to its point of junction with State Route 9/U.S. Route 19 (West Peachtree Street) at 17<sup>th</sup> Street.

**Section 2:** That the City Attorney be and is hereby directed to prepare an appropriate contractual agreement in cooperation with the Department of Planning, Development and Neighborhood Conservation and the Department of Public Works, for execution by the Mayor, to be approved by the City Attorney as to form.

**Section 3:** That this agreement shall not become binding on the City and the City shall incur no liability upon same until such agreement has been executed by the Mayor and delivered the Georgia Department of Transportation and countersigned by the Party.

LPGANORFOLK

## AGREEMENT

Project: NH-0001-00 (297) Fulton County  
PI No. 0001297

THIS AGREEMENT, made and entered into \_\_\_\_\_, by and between,

DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter styled the DEPARTMENT, party of the first part; and

NORFOLK SOUTHERN RAILWAY COMPANY, a corporation, chartered in the State of Virginia, hereinafter styled the RAILROAD, party of the second part.

CITY OF ATLANTA, a political subdivision of the State of Georgia, hereinafter styled the CITY, party of the third part.

WITNESSETH that:

WHEREAS, the DEPARTMENT proposes under the above written project number the construction of the existing 17<sup>th</sup> Street extension from West Peachtree Street (SR 9) in Midtown Atlanta west over I-75 and I-85 to connect with Northside Drive (US 41 / SR 3); and

WHEREAS, the DEPARTMENT proposes under the above written project number to construct a new bridge on new location over the tracks of Norfolk Southern Railway Company at railroad milepost 634.22 in the City of Atlanta, Fulton County, Georgia; and

WHEREAS, the CITY will maintain said bridge over the RAILROAD at railroad milepost 634.22; and

WHEREAS, the CITY is in agreement with the project and plans; and

WHEREAS, said construction will require the RAILROAD to perform preliminary and construction engineering, accounting and signal and electrical changes which the RAILROAD is willing to perform in accordance with the estimate attached hereto; and

WHEREAS, the RAILROAD is in agreement with the project and plans and willing to grant the DEPARTMENT and CITY the easement for the project.

NOW THEREFORE, the PARTIES HERETO, each in consideration of the premises above and of the covenants of the other as hereinafter expressed and contained, do hereby contract and agree each with the other as follows:

1. It is specifically understood that the project number shown above is for the DEPARTMENT's identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT will notify the RAILROAD and CITY of the new project designation. Such change in project designation shall have no effect whatsoever on any other terms of this agreement.
2. (a) It is agreed that the regulatory provisions of Part 140, Subpart I, and Part 646, Subpart B, of Title 23, Highways, of the Code of Federal Regulations, current edition, (hereinafter referred to as CFR) shall govern the work and procedures covered by this agreement and are by reference incorporated herein.

(b) The RAILROAD shall furnish the necessary materials and perform the work on an actual cost basis. All materials, which are required to complete the work, will be purchased direct by the RAILROAD or furnished from RAILROAD stock in accordance with Part 140, Subpart I, of CFR. Any portion of the work contemplated under this agreement may be let to contract by the RAILROAD through competitive bidding or the RAILROAD may use the services of a contractor which works for the RAILROAD on a routine basis under a written continuing contract subject to the terms and conditions of the aforesaid CFR, and with prior review and approval by the DEPARTMENT, all in accord with the detailed estimate attached. Before the RAILROAD initiates accomplishment of any work by these means, the RAILROAD shall first contact the DEPARTMENT to determine the appropriate procedures to follow to provide for compliance. Prior approval by the DEPARTMENT will not be necessary when work is performed by pre-approved continuing contractors when the amount of work does not exceed \$5,000 per each individual contractor.

(c) RAILROAD shall give DEPARTMENT and Federal Highway Administration, when applicable, ample opportunity to inspect materials recovered by RAILROAD in accordance with Part 646, Subpart B, of CFR.
3. RAILROAD to the extent that its present right, title and interest permits or enables it so to do and without warranty hereby grants to DEPARTMENT and the CITY an easement across its right-of-way for the purpose of the construction of said overpass and approaches thereto, all as shown on the project plans and in accord with the specifications and special provisions. Said project plans, specifications and special provisions, which are identified by the project number shown above, as finally approved by the RAILROAD, CITY and DEPARTMENT, are hereby made a part hereof by reference. Said construction is more particularly described as shown on project plan sheets which are attached hereto and made a part hereof.

(a) Such easement hereby granted is limited to the use for highway purposes of space required for approaches to said bridge and for columns, foundations and other parts of the bridge and is limited vertically by a horizontal surface 20 feet above the roadway surface of said bridge and approaches, together with the use of additional space for aforesaid purpose and for access to the highway facilities for maintenance purposes, it being understood that the easement shall not restrict the RAILROAD from utilizing the air space under said bridge for railroad operations and for wire lines or other facilities which will not encroach on the reasonable requirements for maintaining the highway facilities. All other rights are reserved unto the RAILROAD.

(b) DEPARTMENT and CITY, in its maintenance of the highway facilities, agrees to obtain permission from the RAILROAD before undertaking any work which may interfere with or be a real or potential hazard to passage of trains or other railroad operations.

(c) RAILROAD agrees to notify DEPARTMENT and CITY prior to undertaking the use of air space over the easement and prior to starting the construction of any fixed installation, other than its customary signal and communication facilities, within 8 feet of the underside of said bridge or within 15 feet of said easement, it being understood that such use will afford reasonable protection and safety to the highway facilities and highway traffic and will not unreasonably interfere with lighting, ventilation and maintenance of the highway facilities by the DEPARTMENT and CITY.

4. DEPARTMENT will construct and CITY will maintain said overpass bridge together with approaches thereto in accordance with the plans, specifications and special provisions which are identified by the project number shown above, approved by all parties, and made a part of this agreement by reference. DEPARTMENT further agrees that said work shall be done and performed in accordance with the reasonable requirements of RAILROAD in such manner as to prevent interruption of, interference with or danger or delay to railroad operations.
5. The RAILROAD, with its regular construction or maintenance forces and personnel and at its standard schedule of wages and working hours and working in accordance with the terms of its agreements with such employees, will do and perform the work as described in the detailed estimate dated February 8, 2001 for \$49,000.00, prepared in accord with aforesaid CFR, said estimate being attached hereto and made a part of this agreement. Any work to be done and performed by the RAILROAD not to be done and performed by the regular organized forces of the RAILROAD working under current agreements with its employees, shall be subject to the labor regulations applicable to construction contracts for grade separation projects.

**LARGE ATTACHMENT:**

**DOCUMENT(S),**

**MANUAL(S)**

**OR**

**MAP(S)**

**NOT COPIED,**

**PULL ORIGINAL**

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